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UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK  
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BASLER SECURITAS VERSICHERUNGS AG : Index No.: 07 CIV 7866

Plaintiff,

- against-

AMERICAN AIRLINES, INC.; EXPEDITORS  
INTERNATIONAL OF WASHINGTON, INC.; :  
TOWNE AIR FREIGHT, INC.; and CENTRAL  
STATES TRUCKING COMPANY, :

Defendants.

**ANSWER TO CROSS CLAIMS  
OF CO-DEFENDANT  
CENTRAL STATES TRUCKING  
COMPANY**

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Defendant, American Airlines, Inc. ("American"), by its attorneys, MOUND COTTON  
WOLLAN & GREENGRASS, as and for its Answer to Defendant Central States Trucking  
Company's ("CST") Cross-Claim, herein, alleges:

**AS TO THE CONTINGENT CROSS-CLAIM AGAINST THE CO-DEFENDANTS**

FIRST: Denies knowledge or information sufficient to form a belief as to the  
allegations contained in those paragraphs of the Contingent Cross-Claim of CST designated "31"  
and "32", except that it denies the allegations in those paragraphs which relate to this defendant.

**AS AND FOR A FIRST AFFIRMATIVE DEFENSE**

SECOND: Any damages allegedly suffered by the plaintiff herein resulted from the acts  
and/or omissions of certain third parties for whose conduct this defendant is not responsible.

**AS AND FOR A SECOND AFFIRMATIVE DEFENSE**

THIRD: The contract of carriage embarked upon by the plaintiff herein was an  
international transportation and as such was governed, controlled and made subject to the terms

and provisions of the air waybill contract of carriage, tariffs and/or the Montreal Convention, if applicable.

FOURTH: That under the applicable provisions of the air waybill contract of carriage, tariffs and/or the Montreal Convention, if applicable, this defendant has no liability to this plaintiff or to any other person under the contract of carriage for any loss, damage or delay unless the loss, damage or delay is shown to have resulted from the negligence of this defendant.

FIFTH: Upon information and belief, this defendant is not guilty of any negligence and has taken all necessary measures to avoid any loss, damage or delay under the contract of carriage.

**AS AND FOR A THIRD AFFIRMATIVE DEFENSE**

SIXTH: That under the applicable provisions of the air waybill contract of carriage, tariffs and/or the Montreal Convention, if applicable, this defendant has no liability to this plaintiff or to any other person under the contract of carriage for any loss, damage or delay where such loss, damage or delay is shown to have been caused by or contributed to by the negligence or fault of the plaintiff, its agents, servants and/or employees.

SEVENTH: Upon information and belief, any loss, damage or delay was caused by or contributed to by the plaintiff, its agents, servants and/or employees.

**AS AND FOR A FOURTH AFFIRMATIVE DEFENSE**

EIGHTH: That under the applicable provisions of the air waybill contract of carriage, tariffs and/or the Montreal Convention, if applicable, this defendant has no liability to this plaintiff or to any other person under the contract of carriage for any loss, damage or delay unless a written complaint concerning such loss, damage or delay is filed within the applicable time limit.

NINTH: Upon information and belief, the proper written complaint concerning such loss, damage or delay was not filed within the applicable time limit.

**AS AND FOR A FIFTH AFFIRMATIVE DEFENSE**

TENTH: That under the applicable provisions of the air waybill contract of carriage, tariffs and/or the Montreal Convention, if applicable, this defendant has no liability to this plaintiff or to any other person under the contract of carriage for any loss, damage or delay in that it performed each and every obligation and duty required of it under the contract of carriage and delivered the shipment to the proper party in the same order and condition as received.

**AS AND FOR SIXTH AFFIRMATIVE DEFENSE**

ELEVENTH: That under the applicable provisions of the air waybill contract of carriage, tariffs and/or the Montreal Convention, if applicable, this defendant has no liability to this plaintiff or to any other person under the contract of carriage for any consequential and/or special damages arising out of or in any way connected with the loss, damage or delay under the contract of carriage.

TWELFTH: Upon information and belief, the damages allegedly suffered by the plaintiff herein are of a consequential and/or special nature.

**AS AND FOR SEVENTH AFFIRMATIVE DEFENSE**

THIRTEENTH: That under the applicable provisions of the air waybill contract of carriage, the applicable tariffs and/or the Montreal Convention, if applicable, the liability, if any, of American Airlines, Inc. for any loss, damage or delay is limited.

**AS AND FOR EIGHTH AFFIRMATIVE DEFENSE**

FOURTEENTH: The Complaint herein should be dismissed on the grounds of improper venue, in that plaintiffs have filed this action in a district in which they do not reside; the

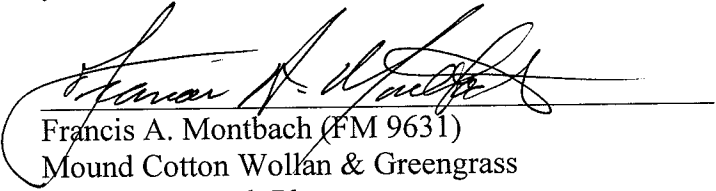
transactions giving rise to this action lack any connection with this district; and no witnesses are located within this district.

WHEREFORE, defendant, American Airlines, Inc. demands judgment against defendant Central States Trucking Company dismissing this action; or in the alternative for a judgment for indemnity as against the co-defendants; or in the alternative for a judgment with contribution as between the defendants, together with costs and disbursements.

Dated: New York, New York  
January 16, 2008

MOUND COTTON WOLLAN & GREENGRASS  
Attorneys for Defendant

By:



Francis A. Montbach (FM 9631)  
Mound Cotton Wollan & Greengrass  
One Battery Park Plaza  
New York, New York 10004  
(212) 804- 4200

TO:

James A. Saville, Jr.  
Hill Rivkins & Hayden LLP  
45 Broadway  
New York, New York 10006  
Attorneys for Plaintiff

Badiak & Will  
Attention: Jim Krauzlis, Esq.  
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Mineola, New York 11501  
Attorneys for Expeditors International of Washington, Inc.

Barry Gutterman & Associates  
The Lincoln Building  
60 East 42<sup>nd</sup> Street, 46<sup>th</sup> Floor  
New York, NY 10165  
Attorneys for Towne Air Freight

Cichanowicz, Callan, Keane, Vengrow & Textor, LLP  
61 Broadway, Suite 3000  
New York, NY 10006  
Attorneys for Central States Trucking Company

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SOUTHERN DISTRICT OF NEW YORK  
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- against-

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STATES TRUCKING COMPANY,

Defendants.  
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**AFFIDAVIT OF SERVICE**

MARIS JADE KATZ, being duly sworn, deposes and says:

That deponent is not a party to this action, is over the age of 18 years and resides in New York, New York.

That on January 16, 2008, deponent served the within **ANSWER TO CROSS CLAIMS OF CO-DEFENDANT CENTRAL STATES TRUCKING COMPANY** upon:

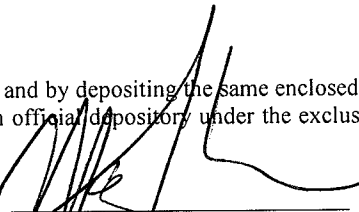
James A. Saville, Jr.  
Hill Rivkins & Hayden LLP  
45 Broadway  
New York, New York 10006  
Attorneys for Plaintiff

Badiak & Will  
Attention: Jim Krauzlis, Esq.  
106 3<sup>rd</sup> Street  
Mineola, New York 11501  
Attorneys for Expeditors International of Washington, Inc.

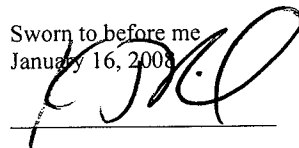
Barry Gutterman & Associates  
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60 East 42<sup>nd</sup> Street, 46<sup>th</sup> Floor  
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Attorneys for Towne Air Freight

Cichanowicz, Callan, Keane, Vengrow & Textor, LLP  
61 Broadway, Suite 3000  
New York, NY 10006  
Attorneys for Central States Trucking Company

at the address designated by said entity for that purpose by facsimile and by depositing the same enclosed in a first-class postpaid properly addressed wrapper to said entity at the above address in an official depository under the exclusive care and custody of the United States Postal Service within the State of New York.

  
\_\_\_\_\_  
Maris Jade Katz

Sworn to before me  
January 16, 2008



206735.1

KEVIN J. BRASSIL  
Notary Public, State of New York  
No. 31-6018311  
Qualified in New York County  
Certificate Filed in New York County  
Commission Expires Sept. 27, 2009